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## IN THE UNITED STATES PATENT &amp; TRADEMARK OFFICE

Applicant: Deaton, Thomas M.

Attorney Docket No: 68.0172DIV

Serial No: 10/799,152

Art Unit: 3754

Filed: 3/12/2004

Examiner: Keasel, Eric S.

For: **Valve Closing Device**

Mail Stop: AMENDMENT

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**RESPONSE TO OFFICE ACTION MAILED JULY 13, 2004**

This paper is submitted in response to the Office Action mailed July 13, 2004.

The three-month date for response is October 13, 2004.

Please cancel claim 6.

Applicant acknowledges and appreciates the Examiner allowing claims 1-5.

In the Office Action, the Examiner asserts the oath or declaration is defective.

This application is a divisional of U.S. Patent Application No. 10/105,762. At the time of filing of the parent application on March 25, 2002, Schlumberger Technology Corporation petitioned to file the application under CFR 1.47(b). The petition was granted September 15, 2003.

Under MPEP 602.05(a), a divisional application of a prior application afforded status under 37 CFR 1.47(b) will be afforded status under 37 CFR 1.47(b) if a copy of the decision affording status in the prior application is filed in the divisional application case. At the time the present application (10/799,152) was filed, a copy of the petition was inadvertently filed instead of the Decision Affording Status Under 37 C.F.R. 147(b). A copy of such decision is enclosed.

Thus, Applicant believes this application is in condition for allowance. Applicant

requests reconsideration of this application and early allowance of same.

09/01/2004 BSAYASI1-00000011 500457 10799152

01 FC:1460 130.00 DA

Void date: 09/01/2004 BSAYASI1

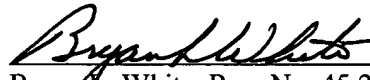
09/01/2004 BSAYASI1 00000011 500457 10799152

01 FC:1460 130.00 CR

If required, please charge the surcharge for late filing, as set forth in 37 CFR 1.16(e), of \$130 to Deposit Account Number 50-0457. No additional fees are thought to be necessary. However should such fees be deemed necessary, please charge any fees and credit any overpayments to Deposit Account No. 50-0457.

Please stamp and return the enclosed postcard to acknowledge receipt of these documents.

Date: August 25th, 2004

  
Bryan L. White, Reg. No. 45,211

Intellectual Property Counsel  
Schlumberger Reservoir Completions Center  
14910 Airline Road  
Rosharon, Texas 77583  
Phone: (281)285-5720; Fax: (281)285-5537



IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Applicant: Deaton

Attorney Docket No: 68.0172

Serial No:

Art Unit:

Filed:

Examiner:

For: Valve Closing Device

Box PATENT APPLICATION  
Assistant Commissioner for Patents  
Washington, DC 20231

DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION

☒ Declaration Submitted with Initial Filing ☐ Declaration Submitted after Initial Filing

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8 & 1.10

I hereby certify that this document and its attachments are being sent on the date indicated below to the Assistant Commissioner for Patents, Washington, DC 20231 by:

- ☐ facsimile to number \_\_\_\_\_  
☐ first class mail.  
☒ Express Mail: Post Office to Addressee No. EV 037 145 754 US

Date

22 March 2002

Cherita Persons-Grimstead

*Cherita Persons-Grimstead*

the specification of which

☒ is attached hereto.

☐ was filed on \_\_\_\_\_ as United States Application Number or PCT International Application Number \_\_\_\_\_.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 (a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365 (a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Numbers	Country	Foreign Filing Date	Priority Not Claimed	Certified Copy Attached	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Numbers	PCT Parent Number	Parent Filing Date	Parent Patent Number

**Direct all correspondence to:**

**Patent Counsel  
Schlumberger Reservoir Completions  
Schlumberger Technology Corporation  
P.O. Box 1590  
Rosharon, Texas 77583**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

<b>Name of Sole or First Inventor</b>					<input checked="" type="checkbox"/> A petition has been filed for this unsigned inventor.		
Given Name (first and middle (if any))					Family Name or Surname		
Tomas Michael					Deaton		
Inventor's Signature						Date	
Citizenship	U.S.						
Residence Address	2222 Maroneal, Apt. 1615						
Residence: City	Houston	State	TX	ZIP	77030	Country	U.S.
Post Office Address							
City		State		ZIP		Country	

<b>Name of Additional Inventor</b>					<input type="checkbox"/> A petition has been filed for this unsigned inventor.		
Given Name (first and middle (if any))					Family Name or Surname		
Inventor's Signature						Date	
Citizenship	U.S.						
Residence Address							
Residence: City		State	TX	ZIP		Country	U.S.
Post Office Address							
City		State		ZIP		Country	



IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Applicant: Deaton

Attorney Docket No: 68.0172

Serial No:

Art Unit:

Filed:

Examiner:

For: Valve Closing Device

Box DAC  
Assistant Commissioner for Patents  
Washington, DC 20231

**Schlumberger Technology Corporation's Petition to File  
Application on Behalf of Inventor Refusing to Sign (§1.47(b))**

Schlumberger Technology Corporation ("STC") hereby petitions to file the present application on behalf of the inventor, Thomas Deaton, who is refusing to sign the declaration. As detailed below: 1) Mr. Deaton agreed in writing to assign the invention to STC; 2) Mr. Deaton has repeatedly refused to sign the oath or declaration; and 3) If STC is not able to file the application on behalf of Mr. Deaton, STC's rights will not be preserved and STC will suffer irreparable damage.

Accompanying this petition is the declaration signed by a Vice President of STC and the appropriate fee of \$130 as set forth in §1.17(i). The last known address of Mr. Deaton is 2222 Maroneal #1614, Houston, Texas 77030.

**STC Has Sufficient Proprietary Interest in Mr. Deaton's Invention**

Mr. Deaton was employed by STC from May 26, 1998 until December 7, 2000. As consideration for his employment with STC, Mr. Deaton signed a Patent & Confidential Information Agreement (a copy of which is attached as Exhibit A) at the onset of his employment and again

---

CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8 & 1.10

I hereby certify that this document and its attachments are being sent on the date indicated below to the Assistant Commissioner for Patents, Washington, DC 20231 by:

☐ facsimile to number \_\_\_\_\_

☐ first class mail.

☒ Express Mail; Post Office to Addressee No. EV 037 145 754 US.

22 March 2002  
Date

Cherita Persons-Grimstead  
Cherita Persons-Grimstead

on January 4, 2000 (a copy of which is attached as Exhibit A-1) in which he agreed to assign his "entire right, title and interest in and to all inventions, ideas, discoveries, writings and improvements" arising from his employment to STC (Exh. A, para. 5).

During the term of Mr. Deaton's employment, Mr. Deaton invented the subject matter of the present application. Such invention took place during his working hours, at STC's expense, and using STC's facilities. As such, Mr. Deaton agreed to assign all right, title, and interest in the invention to STC.

**Mr. Deaton Has Repeatedly Refused to Sign the Declaration**

The first draft of the present application was completed on June 8, 2001, subsequent to Mr. Deaton's resignation from STC on December 7, 2000. The first draft was mailed to Mr. Deaton for his review on June 18, 2001 (see letter attached as Exhibit B). As indicated in the accompanying letter, STC requested that Mr. Deaton read the application and make comments, sign the declaration, and sign the assignment. None of the above requests were satisfied. As evidence that Mr. Deaton actually received the papers, STC has attached the Federal Express tracking information as Exhibit C.

In August, one of the STC legal assistants, Joanne Hyland, contacted Mr. Deaton by phone to check the status of the above request, and Mr. Deaton assured her that edits and comments were on their way.

In September, having not heard back from Mr. Deaton, Mrs. Hyland sent the application in electronic format to Mr. Deaton and tried to contact Mr. Deaton by phone. Again, there was no response from Mr. Deaton.

Finally, on December 11, 2001, STC sent a final plea to Mr. Deaton to respond to its requests. The letter (attached as Exhibit D) indicated that if Mr. Deaton did not respond by January 11, 2002, in order to protect their interests, STC would be forced to file the application on behalf of Mr. Deaton.

Once again, STC's request received no response from Mr. Deaton. The continued refusal to



cooperate is in direct violation of the terms in the Patent & Confidential Information Agreement in which Mr. Deaton agreed that both during and subsequent to his employment he would “execute various documents and do anything else properly requested by [STC]” (Exh. A, para. 5) to perfect STC’s interest.

**Filing The Application Without Mr. Deaton’s Signature Is Necessary To Protect STC’s Rights**

To maintain their market advantage, STC commits substantial resources to the development and protection of new technology. The subject matter of the present application is technology STC committed resources to and it is technology for which STC desires patent protection. Without the ability to file the application in lieu of Mr. Deaton’s refusal to cooperate, STC will be prevented from acquiring the rights that Mr. Deaton agreed to afford them. The loss of rights could present irreparable damage with regard to maintaining STC’s market advantage.

Accordingly, Applicant respectfully requests that the §1.47(b) Petition be granted and STC be given the right to file the present patent application on behalf of Mr. Deaton, who refuses to sign.

Respectfully submitted,



Prasanna Venkatesan  
Vice President  
Schlumberger Technology Corporation



BEST AVAILABLE COPY

Exhibit A

## PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is made by and between Schlumberger Technology Company, a Texas corporation acting for itself and on behalf of its Affiliates (hereinafter referred to as "Company") and Thomas Michael Deaton (hereinafter referred to as "Employee"), and shall be effective as of the 30 day of Sept., 1999.

In consideration of Company's employment or continued employment of Employee and the payment of a salary or other remuneration, the Parties agree as follows:

1. Except as required in performing Employee's duties, Employee will not remove from Company's or its Affiliates' facilities any invention records, computer software, customer information, well logs or other client data, equipment, drawings, notes, reports, manuals, or other material whether produced by Employee or obtained from Company or its Affiliates. Employee agrees to return all such information and materials to Company or its Affiliates immediately upon request and in any event upon termination of employment. Employee will not publish or disclose to anyone outside of Company or its Affiliates, or use in any way other than in Company's business, any trade secrets or confidential technical or business information or material of Company or its Affiliates either during or after employment with Company.
2. Because of the position of trust and confidence Employee will occupy within Company, Employee has been or will be entrusted with valuable trade secrets and other confidential information belonging to Company or its Affiliates relating to the development and production of methods and apparatus particularly useful in the business of; i) Developing, evaluating, producing and/or testing earth formations and boreholes, both cased and uncased; and ii) interpreting the characteristics of earth formations and the computerized applications of those interpretations; hereinafter collectively referred to as "Field of Activity". In order to protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one (1) year following the date of commencement of employment with the Company or an Affiliate with business interest in the Field of Activity, Employee will not engage either directly or indirectly in the Field of Activity in the United States or Canada for Employee's personal account or as a consultant to or employee of another company other than an Affiliate of Company.
3. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with protection of Company's valuable business interests. In order to accommodate Employee when reasonably possible, Company will grant a waiver, which may be unqualified or based on stated conditions, of the limitation specified in Paragraph 2 provided that employee makes a written request to Company for such waiver before accepting employment in conflict with Paragraph 2. Such a request must include the name and address of the proposed organization with which Employee seeks employment and the position and duties Employee expects to occupy and exercise. The Company will promptly consider such requests, and an appropriate waiver will not be withheld.
4. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings and improvements, whether or not patentable or copyrightable, which Employee solely or jointly with others may conceive or reduce to practice during employment with Company or its Affiliates
5. Employee agrees to assign and hereby does assign to Company or its nominee Employee's entire right, title, and interest in and to all ideas, discoveries, inventions, writings, and improvements coming within the scope of Paragraph 4:

- (a) that relate in any way to the Field of activity; or
- (b) that are suggested by or result from any work performed by Employee for Company; or
- (c) that relate in any way to the business or activities of Affiliates of Company with business interests in the Field of Activity.

Together with any and all domestic and foreign patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. Employee agrees to execute various documents and do anything else properly requested by Company at any time during or after employment with Company to secure such rights.

- 6. Company does not wish to receive from Employee any confidential or proprietary information of a third party to whom Employee owes an obligation of confidence. Accordingly, Employee represents and warrants that any information Employee provides to Company is not in any way confidential or proprietary.
- 7. This Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, and upon Employee's heirs and legal representatives.
- 8. By accepting a transfer to an Affiliate of Company, Employee agrees to the automatic assignment of this Agreement to said Affiliate contemporaneously with the acceptance of such transfer.
- 9. This Agreement may be modified, superseded or amended only in writing signed by an authorized representative of Company or an Affiliate and by Employee.
- 10. Because Employee may work in various locations and to eliminate potential uncertainty over the governing law, this agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Should any portion of this Agreement be held judicially invalid, unenforceable or void, such holding will not have the effect of invalidating or voiding the other portions of this Agreement not so declared or any part thereof, the parties hereby agree the the portion so held to be invalid, unenforceable or void shall be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding.
- 11. "Affiliate" as used herein means any entity which now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a corporation means the direct or indirect ownership of at least fifty percent of the voting securities.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: Steve Williams

Title: Personnel Mgr.

Read, understood, accepted and agreed to

Employee

James M. Smith

Date: 30 September 99

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Exhibit A-1

## PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is made by and between Schlumberger Technology Company, a Texas corporation acting for itself and on behalf of its Affiliates (hereinafter referred to as "Company") and Thomas M. Deaton (hereinafter referred to as "Employee"), and shall be effective as of the 4 day of Jan, 2000.

In consideration of Company's employment or continued employment of Employee and the payment of a salary or other remuneration, the Parties agree as follows:

1. Except as required in performing Employee's duties, Employee will not remove from Company's or its Affiliates' facilities any invention records, computer software, customer information, well logs or other client data, equipment, drawings, notes, reports, manuals, or other material whether produced by Employee or obtained from Company or its Affiliates. Employee agrees to return all such information and materials to Company or its Affiliates immediately upon request and in any event upon termination of employment. Employee will not publish or disclose to anyone outside of Company or its Affiliates, or use in any way other than in Company's business, any trade secrets or confidential technical or business information or material of Company or its Affiliates either during or after employment with Company.
2. Because of the position of trust and confidence Employee will occupy within Company, Employee has been or will be entrusted with valuable trade secrets and other confidential information belonging to Company or its Affiliates relating to the development and production of methods and apparatus particularly useful in the business of; i) Developing, evaluating, producing and/or testing earth formations and boreholes, both cased and uncased; and ii) interpreting the characteristics of earth formations and the computerized applications of those interpretations; hereinafter collectively referred to as "Field of Activity". In order to protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one (1) year following the date of commencement of employment with the Company or an Affiliate with business interest in the Field of Activity, Employee will not engage either directly or indirectly in the Field of Activity in the United States or Canada for Employee's personal account or as a consultant to or employee of another company other than an Affiliate of Company.
3. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with protection of Company's valuable business interests. In order to accommodate Employee when reasonably possible, Company will grant a waiver, which may be unqualified or based on stated conditions, of the limitation specified in Paragraph 2 provided that employee makes a written request to Company for such waiver before accepting employment in conflict with Paragraph 2. Such a request must include the name and address of the proposed organization with which Employee seeks employment and the position and duties Employee expects to occupy and exercise. The Company will promptly consider such requests, and an appropriate waiver will not be withheld.
4. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings and improvements, whether or not patentable or copyrightable, which Employee solely or jointly with others may conceive or reduce to practice during employment with Company or its Affiliates
5. Employee agrees to assign and hereby does assign to Company or its nominee Employee's entire right, title, and interest in and to all ideas, discoveries, inventions, writings, and improvements coming within the scope of Paragraph 4:

BEST AVAILABLE COPY

- (a) that relate in any way to the Field of Activity; or
- (b) that are suggested by or result from any work performed by Employee for Company; or
- (c) that relate in any way to the business or activities of Affiliates of Company with business interests in the Field of Activity,

together with any and all domestic and foreign patent rights and copyrights in such ideas, discoveries, inventions, writings and improvements. Employee agrees to execute various documents and to do anything else properly requested by Company at any time during or after employment with Company to secure such rights.

- 6. Company does not wish to receive from Employee any confidential or proprietary information of a third party to whom Employee owes an obligation of confidence. Accordingly, Employee represents and warrants that any information Employee provides to Company is not in any way confidential or proprietary.
- 7. This Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, and upon Employee's heirs and legal representatives.
- 8. By accepting a transfer to an Affiliate of Company, Employee agrees to the automatic assignment of this Agreement to said Affiliate contemporaneously with the acceptance of such transfer.
- 9. This Agreement may be modified, superseded or amended only in writing signed by an authorized representative of Company or an Affiliate and by Employee.
- 10. Because Employee may work in various locations and to eliminate potential uncertainty over the governing law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Should any portion of this Agreement be held judicially invalid, unenforceable or void, such holding will not have the effect of invalidating or voiding the other portions of this Agreement not so declared or any part thereof, the parties hereby agreeing that the portion so held to be invalid, unenforceable or void shall be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding.
- 11. "Affiliate" as used herein means any entity which now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a corporation means the direct or indirect ownership of at least fifty percent of the voting securities.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: Stephane Williams  
Title: Personnel Mgr

Read, understood, accepted and agreed to

Employee

By: Jim Dett

Date: 4 Jan 2000

Exhibit B



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+ Specs/Drawn

**Schlumberger**

Schlumberger Reservoir Completions  
14910 Airline Road  
P.O. Box 1590  
Rosharon, Texas 77583-1590  
Telephone: (281) 285-5777  
Facsimile: (281) 285-5537

June 18, 2001

Mike Deaton  
2222 Maroneal #1615  
Houston, TX 77030

Subject: Patent application – “Valve Closing Device”

Dear Mike:

Enclosed is a patent application for the “Valve Closing Device”. Please do the following:

- Read the application and make comments.
- Sign the Declaration
- Sign the Assignment in front of a notary and have it notarized. (Your bank will have a notary.)
- Send the comments (only the pages where you have made changes), Declaration and Assignment back to me.

If you have any questions, please contact me.

Thank you.

Regards,



Joanne C. Hyland  
Intellectual Property

Enclosures

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Applicant: Thomas M. Deaton

Attorney Docket No: 68.0172

Serial No:

Art Unit:

Filed:

Examiner:

For: VALVE CLOSING DEVICE

Box PATENT APPLICATION  
Assistant Commissioner for Patents  
Washington, DC 20231

DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION

☒ Declaration Submitted with Initial Filing

☐ Declaration Submitted after Initial Filing

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

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I hereby certify that this document and its attachments are being sent on the date indicated below to the Assistant Commissioner for Patents, Washington, DC 20231 by:

☐ facsimile to number \_\_\_\_\_

☐ first class mail.

☒ Express Mail: Post Office to Addressee No. EL 765 785 338 US

Date \_\_\_\_\_

the specification of which

☒ is attached hereto.

☐ was filed on \_\_\_\_\_ as United States Application Number or PCT International Application Number \_\_\_\_\_.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 (a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365 (a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Numbers	Country	Foreign Filing Date	Priority Not Claimed	Certified Copy Attached	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Numbers	PCT Parent Number	Parent Filing Date	Parent Patent Number

Direct all correspondence to:

Patent Counsel  
Schlumberger Reservoir Completions  
Schlumberger Technology Corporation  
P.O. Box 1590  
Rosharon, Texas 77583

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

RFST AVAILABLE COPY

<b>Name of Sole or First Inventor</b>		<input type="checkbox"/> A petition has been filed for this unsigned inventor.					
Given Name (first and middle (if any))		Family Name or Surname					
Thomas M.		Deaton					
Inventor's Signature						Date	
Citizenship	U.S.						
Residence Address	2222 Maroneal, #1615						
Residence: City	Houston	State	TX	ZIP	77030	Country	U.S.
Post Office Address	2222 Maroneal, #1615						
City	Houston	State	TX	ZIP	77030	Country	U.S.

ASSIGNMENT

WHEREAS, I, **Thomas M. Deaton**, a citizen of the United States of America, residing at 2222 Maroneal, Houston, #1615, TX 77030, hereinafter referred to as the "Inventor", have made inventions and improvements in: VALVE CLOSING DEVICE which are the subject of an application for Letters Patent of the United States of America, executed by us on the date(s) indicated below, (Docket No. 68.0172), hereinafter referred to as the "Invention(s)".

AND WHEREAS, SCHLUMBERGER TECHNOLOGY CORPORATION, hereinafter referred to as "said COMPANY", a corporation duly organized, incorporated and existing under the laws of the State of Texas, and having a place of business at 300 Schlumberger, Sugar Land, Texas 77478 is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to the Invention(s), and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that I the Inventor, for good and valuable considerations, the receipt and sufficiency of which hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to the Invention(s), described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on the Invention(s) in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon the Invention(s).

TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on the Invention(s).

AND I do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND I do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that I have not executed and will not execute any instruments in conflict herewith.

AND I, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that I, my executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications,

papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to the Invention(s), and any related application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, I, Thomas M. Deaton have hereunto set my hand and seal this

\_\_\_\_\_

\_\_\_\_\_  
Thomas M. Deaton

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, this \_\_\_\_\_, \_\_\_\_\_ personally appeared Thomas M. Deaton, to me known to be the person who is described in and who executed the foregoing assignment instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

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Exhibit C





FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

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8/1/2001

Dear Customer:

Here is the proof of delivery for the shipment with tracking number **791589630939**. Our records reflect the following information.

---

**Delivery Information:**

---

Signed For By: L.YERA



*Let telephone #*

**Delivery Location:** 2222 MARONEAL OFFICE

**Delivery Date:** June 19, 2001

**Delivery Time:** 0917

---

**Shipping Information:**

---

**Tracking No:** 791589630939

**Ship Date:** June 18, 2001

**Recipient:**

THOMAS M. DEATON

2222 MARONEAL #1615

HOUSTON, TX 77030

US

**Shipper:**

SUSAN STEWART

SCHLUMBERGER PERFORATING

14910 AIRLINE RD BLDG 1

ROSHARON, TX 77583

**Shipment Reference Information:**

6507 - IP LAW DEPT

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FedEx Worldwide Customer Service

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- Multi-Carrier Track
- Cargo Track

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- FedEx Wireless Solutions
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- Rate Finder
- Signature Proof
- Handheld Track
- Custom Critical
- FedEx eCommerce Builder
- Print, Bind & Ship
- FedEx Address Checker

599276490042 In Transit  
642927705534 In Transit  
820099403488 In Transit

Link

## Track Shipments Detailed Results

Quick Help

Tracking Number 791589630939  
Reference Number  
Ship Date  
Delivered To Receipt/Fmt desk  
Delivery Location HOUSTON TX  
Delivery Date/Time 06/19/2001 09:17  
Signed For By L.YERA  
Service Type Priority Letter

#### Tracking Options

- Obtain a Signature
- Proof of Delivery
- Email these tracking results to one or more recipients
- Track More Shipments

Scan Activity	Date/Time	Comments
Delivered HOUSTON TX	06/19/2001 09:17	
Delivered HOUSTON TX	06/19/2001 09:17	
Delivery attempt HOUSTON TX	06/19/2001 09:04	Customer not available or Business closed
Delivery attempt HOUSTON TX	06/19/2001 09:04	Customer not available or Business closed
Left FedEx Ramp HOUSTON TX	06/19/2001 08:47	
On FedEx vehicle for delivery HOUSTON TX	06/19/2001 08:06	
On FedEx vehicle for delivery HOUSTON TX	06/19/2001 08:06	
Arrived at FedEx Destination Location HOUSTON TX	06/19/2001 06:52	
Left FedEx Ramp HOUSTON TX	06/18/2001 23:23	
Arrived at FedEx Ramp HOUSTON TX	06/18/2001 21:29	
Left FedEx Origin Location HOUSTON TX	06/18/2001 20:27	
Pickup from HOUSTON TX	06/18/2001 15:29	Presented meter/pickup

#### Email Your Detailed Tracking Results

Enter your email (optional), up to three email addresses as recipients, add your message, and click on Send Email.

From

To

To

To

Add a message to this email.

Send Email

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FROM: Susan Stewart (281)285-5381  
Schlumberger - SRCC  
14910 Airline Road  
Bldg. 20, Room 127A  
Rosharon, TX 775831590

SHIPPER'S FEDEX ACCOUNT NUMBER



**FedEx**  
Federal Express

TO: Thomas M. Deaton (713)668-4234  
2222 Maroneal #1615

SHIP DATE: 18JUN01  
MAN-WGT: 1 LBS

REF: Houston, TX 77030-  
6507 - IP Law Dept



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CAD # 3905322

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**TUE**  
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TRK # 7915 8963 0939 FORM 0201

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Deliver By:  
19JUN01

77030-TX-US

**43 HOUA**

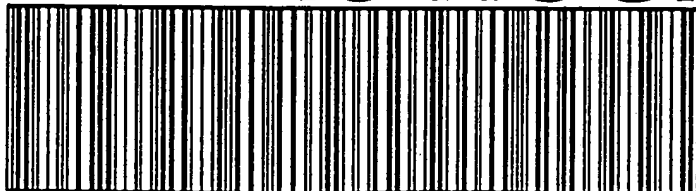


Exhibit D

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Tim W. Curington  
Intellectual Property Attorney

Schlumberger Reservoir Completions  
14910 Airline Road  
P. O. Box 1590  
Rosharon, Texas 77583-1590  
Direct Dial: (281) 285-5846  
Facsimile: (281) 285-5537  
curington@rosharon.oilfield.slb.com

**Schlumberger**

December 11, 2001

Mike Deaton  
2222 Maroneal #1615  
Houston, Texas 77030

RE: Patent Application - VALVE CLOSING DEVICE (Dkt. No. 68.0172)

Dear Mike,

Just following up on the letter dated June 18, 2001, sent to you by Joanne Hyland requesting comments and signatures with regard to the patent application entitled "Valve Closing Device" in which you are the named inventor. Joanne indicated that she spoke to you sometime in August and that you have some proposed comments/edits to the application.

To secure Schlumberger's patent rights in the "Valve Closing Device", we need to finalize and file the application. To that end, if you could please forward your comments/edits it would be greatly appreciated. If, however, we do not hear from you within the next 30 days, we will have to file the application as the assignee to protect our interest.

I look forward to hearing from you.

Sincerely,



Tim Curington

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O:Auto-reply fax to 281 285 5537 COMPANY:

AUG 31 2004



## Auto-Reply Facsimile Transmission

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Fax Sender at 281 285 5537

Fax Information

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Total Pages:

33 (including cover page)

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TO: EXAMINER ERIC KEASEL

FAX: (703) 872-9306

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Cherita Persons-Grimstead

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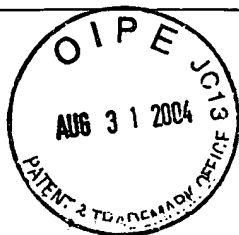
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1. Transmittal of Response to Office Action mailed July 13, 2004 and Response to the Petition Dismissed mailed July 2, 2004 for Patent Application, Serial Number 10/393,558. [Our Ref: 68.0172DIVUS] (33 pages)
2. Authorization to charge any fees to Deposit Account No. 50-0457.

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PAGE 1/21 \* RCVD AT 8/26/2004 4:17:56 PM [Eastern Daylight Time] \* FAX/REPLY TO: 281 285 5537 \* DURATION: 00:01:11:30

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\*\*\* TX REPORT \*\*\*  
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CONNECTION TEL 917038729306  
SUBADDRESS  
CONNECTION ID  
ST. TIME 08/26 14:04  
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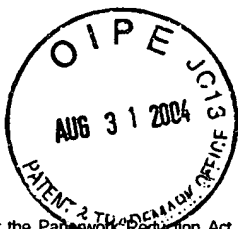
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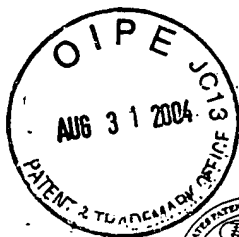
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SEP 15 2003

OFFICE OF PETITIONS

Michael Thomas Deaton  
2222 Maroneal #1614  
Houston, TX 77030

In re Application of  
Michael Thomas Deaton  
Application No. 10/105,762  
Filed: March 25, 2002  
Attorney Docket No. 68.0172  
Title: VALVE CLOSING DEVICE

DECISION AFFORDING STATUS  
UNDER 37 C.F.R. §1.47(b)

Dear Mr. Deaton:

You are named as the inventor in the above-identified United States patent application filed under the provisions of 35 U.S.C. 116 (United States Code) and 37 CFR 1.47(b), Rules of Practice in Patent Cases. Should a patent be granted on the application you will be designated therein as the inventor.

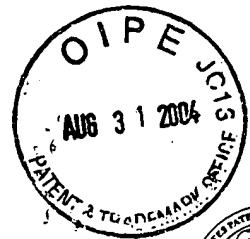
As the named inventor you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent attorney or agent presenting written authorization from you. If you care to join the application, agent of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

Telephone inquiries regarding this communication should be directed to Petitions Attorney Paul Shanoski at (703) 305-0011. Requests for information regarding your application should be directed to the File Information Unit at (703) 308-2733. Information regarding how to pay for and order a copy of the application, or a specific paper in the application, should be directed to the Certification Division at (703) 308-9726 or 1-800-972-6382 (outside the Washington D.C. area).

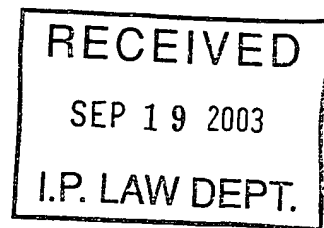
Paul Shanoski  
Attorney  
Office of Petitions  
United States Patent and Trademark Office

Schlumberger Technology Corporation  
14910 Airline Road  
P.O. Box 1590  
Rosharon TX 77583-1590

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Rosharon TX 77583-1590

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SEP 15 2003

OFFICE OF PETITIONS

In re Application of  
Michael Thomas Deaton  
Application No. 10/105,762  
Filed: March 25, 2002  
Attorney Docket No. 68.0172  
Title: VALVE CLOSING DEVICE

DECISION AFFORDING STATUS  
UNDER 37 C.F.R. §1.47(b)

This is in response to the petition under 37 CFR §1.47(b)<sup>1</sup>, filed March 25, 2002, with the instant application.

The Office regrets the delay in issuing this decision.

The petition under 37 C.F.R. §1.47(b) is **GRANTED**.

The above-identified application was filed on March 25, 2002. Petitioner included the instant petition (and fee), a copy of the non-signing inventor's employee agreement, and a copy of a letter sent to the non-signing inventor, coupled with a Federal Express tracking result which confirms its receipt.

1 A grantable petition under 37 CFR §1.47(b) requires:

- (1) The petition fee;
- (2) a surcharge if the petition was not filed at the time of filing of the application;
- (3) a statement of the last known address of each of the non-signing inventors;
- (4) proof that a copy of the application was sent or given to each of the non-signing inventors for review;
- (5) proof that each of the non-signing inventors refused to sign;
- (6) proof that the Rule 47(b) applicant has sufficient proprietary interest in the subject matter to justify the filing of the application;
- (7) proof of irreparable damage, and;
- (8) an acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116 and 37 CFR §1.63.

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JS MTD/cpg

A copy of the application, the assignment form, and the declaration was sent to the non-signing inventor on June 18, 2001. The non-signing inventor failed to respond.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(b). This application is hereby accorded Rule 1.47(b) status.

As provided in Rule 1.47(b), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition, not the Declaration. Notice of the filing of this application will also be published in the Official Gazette.

After this decision is mailed, the application will be forwarded to Technology Center 3700 for further processing.

Telephone inquiries regarding *this decision* should be directed to the undersigned at (703) 305-0011.



Paul Shanowski  
Attorney  
Office of Petitions  
United States Patent and Trademark Office

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